



MAINTENANCE AND SUPPORT AGREEMENT

CREDITRON CORPORATION d/b/a CREDITRON

THIS SOFTWARE MAINTENANCE, AND SUPPORT AGREEMENT ("AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HAVING ITS PRINCIPAL OFFICE AT 111 N.W. 1ST STREET, MIAMI, FLORIDA 33128 (HEREINAFTER REFERRED TO AS THE "COUNTY"), AND CREDITRON CORPORATION d/b/a CREDITRON, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS, HAVING ITS PRINCIPAL OFFICE AT 15800 CRABBS BRANCH WAY, SUITE 210, ROCKVILLE, MD 20855 (HEREINAFTER REFERRED TO AS THE "LICENSOR").

RECITALS

- A. The County is the owner of, or has acquired rights to, the ItemAge Express and A2iA Software and Documentation (as defined below).
- B. Licensor shall provide the required maintenance and support services for the software purchased by the County on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use by the County.
- 1.2 "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the equipment which are furnished to the County.
- 1.3 "Projects" and "Services" shall mean enhancements or modifications to the equipment in the areas of business strategy, business integration, business process improvement, training, management development, project management, computer programming, systems integration, data processing, software development and other specific activities related to improving the County's computer systems, training or personnel to operate the same, creation or modification of software, and related consulting activities.
- 1.4 "Maintenance and Support Services" shall mean the support required for the County to achieve optimal performance of the equipment as defined on Appendix A "Scope of Services".

ARTICLE 2. GRANT OF RIGHTS

- 2.1 License. The License granted for Software under this Agreement authorizes the County on a nonexclusive basis to use the Software as outlined in Appendix A, "Scope of Services".
- 2.2 Additional Licenses. During the term of the Agreement, should the County wish to purchase additional licenses from the Licensor, the fees shall be according to Appendix B "Payment Schedule". All additional licenses purchased shall be documented in writing by the Licensor and included into this Agreement.
- 2.3 Electronic Services Agreement. All licenses and any additional licenses granted under this Agreement shall include the Licensor's Electronic Services Agreement, as set forth in Appendix C, which is incorporated herein by reference.



ARTICLE 3. AGREEMENT TERM

3.1 The Agreement shall become effective on the date that it is signed by the County or the Licensor, whichever is later and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for one additional three (3) year term, for a maximum total of eight (8) years.

3.2 Extension. The County also reserves the right to exercise its option to extend this Agreement for up to one hundred-eighty (180) calendar days beyond the then current Agreement period.

3.3 Notification. The County will notify the Licensor in writing of the extension. This Agreement may be further extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Licensor, upon approval by the Board of County Commissioners.

ARTICLE 4. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Payment Schedule (Appendix B), 4) Software License Agreement (Appendix C), and Designated Equipment (Exhibit A) 3) and any associated addenda and attachments thereof.

ARTICLE 5. SUPPORT AND MAINTENANCE SERVICES

Licensor shall provide the County with the following support and maintenance services:

5.1 Telephone Support. For the term of this Agreement, Licensor shall provide telephone support in the following manner: Queries for specific technical problems and failures are possible at any time. For this purpose, the County will generally leave a message indicating the exact problem description and a classification in the following priority and error levels:

- a) Level A: System does not work.
- b) Level B: System works with limited functions.
- c) Level C: System basically working. Just errors/problems with specific functions.

Licensor ensures the following response times (via phone or e-mail) to the County:

Level A: Response within the two hours of notification (Monday - Friday, 8 a.m. until 5 p.m. local time).

- a) Level B: Response within twenty-four hours or less (Monday - Friday, 8 a.m. until 5 p.m. local time).
- b) Level C: Response within the next working day (Monday - Friday, 8 a.m. until 5 p.m. local time).

5.2 Email Support. For the term of this Agreement, Licensor shall provide support via email. The error and priority levels set forth in clause 5.1 above and the response times indicated therein are applicable.

5.3 Subject Matter of Support Services. The subject matter of support services in clauses 5.1 and 5.2 above is the help with installation or operation problems and alleged program errors. Installation services or other support services at the County's location are not a subject matter of this Maintenance Agreement.

5.4 Payments. Any and all support and maintenance services under this Agreement shall be compensated for by means of an annual flat rate. The fees are due for payment annually in advance upon invoicing by Licensor as set forth in Appendix "A".

ARTICLE 6. MAINTENANCE SUPPORT FEES, METHOD AND TIMES OF PAYMENT

6.1 Maintenance Support Fees. The County shall pay the Maintenance Support Fees or other consideration for the associated equipment, software, and documentation as set forth on Appendix B "Price Schedule" attached hereto. All amounts payable hereunder by the County shall



be payable on an annual basis. The County shall have no obligation to pay the Licensor any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Licensor. All Services undertaken by the Licensor before County's approval of this Agreement shall be at the Licensor's risk and expense.

6.2 Travel. With respect to travel costs and travel related expenses, the Licensor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

6.3 Fixed Pricing. Prices shall remain firm and fixed for the term of the Agreement, including any option or extension periods; however, the Licensor may offer incentive discounts to the County at any time during the Agreement term, including any renewal or extension thereof.

6.4 Invoices. All invoices shall be taken from the books of account kept by the Licensor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Licensor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Licensor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Licensor under this Contract. Such retained amount shall be applied to the amount owed by the Licensor to the County. The Licensor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Licensor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Licensor to the County as follows:

Miami-Dade County
200 NW 2nd Avenue
Miami FL 33128
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 7. CONFIDENTIALITY

7.1 As a political subdivision of the State of Florida, Miami-Dade County is subject to Florida's Public Records Law, Section 119 of the Florida Statutes. Notwithstanding anything else in this Article to the contrary, the County's compliance with, or good faith attempt to comply with the requirements of Chapter 119 of Florida Statute shall not be considered breach of this Agreement.

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Licensor in the course of the performance of the Agreement, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Licensor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of the County, unless required by law.
- b) In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Licensor nor its employees, agents, subconsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential



Information without the prior written consent of the County. Additionally, the Licensor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

7.2 Maintenance of Confidential Information. The Licensor shall advise each of its employees, agents, subconsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subconsultants or supplier's employees, present or former. In addition, the Licensor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

7.3 Injunctive Relief. It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Licensor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Licensor or its employees, agents, subconsultants or suppliers without the prior written consent of the County.

7.4 Survival. Licensee's obligations under this Article 7 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

ARTICLE 8. PROTECTION OF SOFTWARE

8.1 Proprietary Information. The Licensor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could hurt the County's proprietary interest therein.

8.2 Proprietary Rights. The Licensor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Licensor hereunder, including all copyright and other proprietary rights therein, which the Licensor as well as its employees, agents, subconsultants and suppliers may use only in connection of the performance of Services under this Agreement.

- a) All rights, title and interest in and to certain ideas, designs and methods, specifications and other documentation related thereto developed by the Licensor and its subconsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- b) Accordingly, neither the Licensor nor its employees, agents, subconsultants or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Licensor, or any employee, agent, subconsultants or supplier thereof, without the prior written consent of the County, except as required for the Licensor's performance hereunder.
- c) Except as otherwise provided in subsections a and b above, or elsewhere herein, the Licensor hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth by the County in a defined SOW.

8.3 No Reverse Engineering. The County agrees not to modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof.

ARTICLE 9. WARRANTIES

9.1 Ownership. The Licensor represents that it is the owner of the entire right, title, and interest in and to the equipment, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT**

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A" as to management, and no less than "Class VII" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

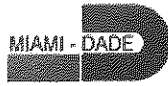
The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128-1989**

Compliance with the foregoing requirements shall not relieve the Contractor of his liability and obligation under this section or under any other section of this agreement.

The Contractor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the Contractor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the Contractor to provide the required certificate of insurance within fifteen (15) business days, may result in the Contractor being deemed non-responsible and the issuance of a new award recommendation.

The Contractor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Contractor. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed



certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Contractor in accordance with this agreement.

ARTICLE 11. DEFAULT AND TERMINATION

11.1 Termination. The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its obligations under this Agreement with the County through fraud, misrepresentation or material misstatement.

- a) The County may, as a further sanction, terminate or cancel any other Agreement(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- b) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its obligations with the County under this Agreement through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Licensor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

11.2 Termination for Convenience. In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Licensor and in such event:

- a) The Licensor shall, upon receipt of such notice, unless otherwise directed by the County: (i) stop work on the date specified in the notice ("the Effective Termination Date"); (ii) take such action as may be necessary for the protection and preservation of the County's materials and property; (iii) take no action which will increase the amounts payable by the County under this Agreement; and
- b) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will be compensated as stated in the payment Articles, herein, for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
- c) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Licensor will reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix B- Price Schedule.
- d) All compensation pursuant to this Article are subject to audit.

11.3 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Article 7 (Confidentiality) or makes an assignment in violation of Article 13 (Nonassignability); (3) if the Licensor becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors.

11.4 Effective Date of Termination. Termination due to a material breach of Articles 7 (Confidentiality), or 8 (Protection of Software) shall be effective on notice. In all other cases, termination shall be effective ninety (90) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

11.5 Obligations on Termination. Within ten (10) days after termination of this Agreement, County shall cease and desist all use of the Software and Documentation.

ARTICLE 12. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the County Project Manager:



Miami-Dade County Finance Tax Collector Office
200 NW 2nd Avenue
Miami FL 33128

Phone: (305) 375-5570
Fax: (305) 375-4214
E-mail: dac@miamidade.gov

Attention: Peter Cam

and to the Agreement Manager:

Miami-Dade County
Internal Services Department
Procurement Management Services Division
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Phone: (305) 375-4914
Fax: (305) 375-5688
E-Mail: mwater@miamidade.gov

Attention: Margaret Brown

(2) To the Licenser

Creditron Corporation.
15800 Crabbs Branch Way, Suite 210,
Rockville, MD 20855

Phone: (888) 721-9510 - Ext 208
FAX: (301) 721-9515
Email: dbarrafato@creditron.com

Attention: Debbie Barrafato

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 13. NONASSIGNABILITY

Licenser shall not assign this Agreement or its rights hereunder without the prior written consent of the County.

ARTICLE 14. MIAMI-DADE COUNTY INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEWS

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of



the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 15. GOVERNING LAW

This Agreement, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 16. COUNTY USER ACCESS PROGRAM (UAP)

16.1 User Access Fee. Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Licensor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain



the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

16.2 Joint Purchase. Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Agreement pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Licensor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Licensor participation in this joint purchase portion of the UAP, however, is voluntary.

The Licensor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order. For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Licensor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Licensor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Licensor and shall be paid by the ordering entity less the 2% UAP.

16.3 Licensor Compliance. If a Licensor fails to comply with this Article, that Licensor may be considered in default by the County in accordance with this Agreement.

ARTICLE 17. ANNUAL APPROPRIATION

The County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as to the portions of payments agreed upon and for which funds have been appropriated and budgeted. Service/Maintenance can be cancelled at any time that the Licensor is notified in writing, at least thirty (30) days prior to cancellation. There will be no early termination charges from the Licensor for canceling service/maintenance during the year.

ARTICLE 18. SEVERABILITY

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 19. SOFTWARE MODIFICATIONS

1. Error Corrections and Updates. The Licensor will provide the County with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with the Licensor's release schedule for the term of this Agreement.

2. Software Enhancements or Modifications. The County may, from time to time, request that the Licensor incorporate certain features, enhancements or modifications into the licensed Software. When requested by the County, the Licensor shall provide the requested system enhancements/modifications. The County shall communicate the Statement of Work ("SOW") for the specific Project and/or enhancements required of the Licensor. The Licensor shall submit a proposal and a detailed SOW to include all costs pertaining to furnishing the County with the requested enhancements/modifications.

ARTICLE 20. DELIVERY

- a. Software. The Licensor shall deliver to the County a master copy of the Software licensed hereunder in object code form, suitable for reproduction, in electronic files only.
- b. Enhancements to Software. Applications shall be delivered to the County in accordance with the implementation schedule in each SOW. All County license keys, usernames, and passwords shall be authenticated by the Licensor and perform according to Appendix A "Scope of Services".
3. Documentation. The Licensor shall deliver copies of the associated Software Documentation to the County.



ARTICLE 21. PROFESSIONAL SERVICES

- a. The County agrees to pay for professional services as specified in a mutually agreed upon SOW and at the hourly rates specified in Appendix B of this amendment.
- b. Prior to the commencement of Professional Services referenced in Appendix B, Item C, the County and Licensor shall submit a written proposal for a specific project that shall define in detail the SOW to be performed which shall include a scope of work, deliverables, and project schedule.

ARTICLE 22. SCOPE OF WORK

- a. After the SOW has been mutually agreed upon the Licensor will provide the finalized written document for the County to accept. Each SOW executed hereunder shall automatically incorporate the terms and conditions of this Agreement. Such enhancements or modifications shall become the property of the County. Notwithstanding the foregoing, performance of any such modifications shall not compromise the Licensor's warranty obligations.
- b. Following the County's acceptance of all enhancements/modification, the Licensor shall provide the County, enhancements/modification applied to the Licensed Software, and any and all Documentation relating to the Licensed Software and or enhancements/modification thereto.

ARTICLE 23. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 24. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 25. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:



1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
14. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
15. **Office of the Inspector General**
(Section 2-1076 of the County Code)
16. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
17. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) **Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein set forth below.

Contractor

By: Debbie Barrafato
Name: Debbie Barrafato
Title: ERP & CFO
Date: 11/23/2015
Attest: _____
Corporate Secretary

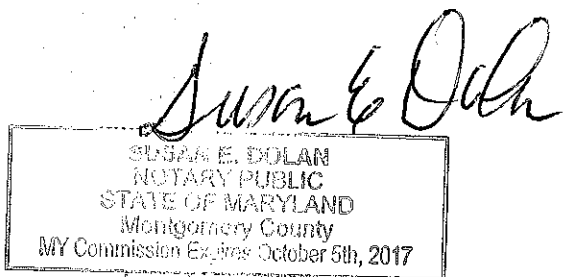
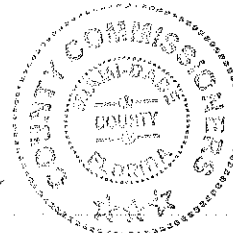
Miami-Dade County

By: Carlos Gimenez
Name: Carlos Gimenez
Title: Mayor
Date: 2/19/16
Attest: _____
Clerk of the Board

Corporate or Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney



12/7/15



Appendix A – Scope of Services

**APPENDIX A*****Creditron Corporation***
SOFTWARE MAINTENANCE AGREEMENT: TERMS AND CONDITIONS**1.0 DEFINITION OF SERVICES**

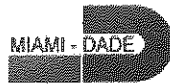
- 1.1 Software Maintenance services include: (a) periodic software product maintenance releases containing new or enhanced features/functions available to Licensor's maintenance subscribers; (b) corrections of programming errors determined to be inherent in Licensor's software product(s); (c) toll free telephone access to Licensor's technical support resources for the purpose of resolving software problems; (d) remote technical support which allows Licensor personnel to perform software maintenance, correction, and diagnostic tasks via dial-up modem or other telecommunications interface.
- 1.2 Software Maintenance services do not include: (a) installation or training; (b) modification of Licensor software products for County requested changes or to fix errors caused by County; (c) technical support for hardware and/or software products supplied by other vendors; (d) configuration, troubleshooting, monitoring backup/restoration, disaster recovery, or other administrative activities associated with a County computer network.

2.0 PROVISION OF SERVICE

- 2.1 Licensor shall provide software maintenance product releases, at its discretion, by mail, electronic transmission (where and if County has the proper facilities), or on-site installation.
- 2.2 The Licensor will furnish software maintenance for both current and prior releases of the software. The Licensor agrees to notify County within 60 days when an upgrade is required and allow a reasonable time period for such an upgrade to occur.
- 2.3 Licensor agrees to provide the following levels of support during normal business hours from 8:00 a.m. - 5:00 p.m. local County time, excluding Saturday, Sunday, and holidays. [Note: County may arrange for extended coverage hours up to 24 hours a day, 7 days a week, by separate agreement with the Licensor]. The Licensor agrees to respond to a County reported problem no later than: (a) 2 hours for a CRITICAL condition, which crashes the County's system and renders the software unusable; (b) 4 hours for a MAJOR condition, which causes a software feature failure that cannot be avoided through alternate methods by the County; (c) 1 business day for a SERIOUS problem, which causes a software feature failure than can be avoided through alternate methods by the County; (d) the next scheduled maintenance release for a MINOR problem, which causes only an inconvenience to the County including, but not limited to, misspellings and report/screen formats. The Licensor agrees to investigate any reported software problem expeditiously and to utilize its best efforts to correct the problem or to provide a reasonable alternative to County, which may include implementing a temporary work-around.
- 2.4 Licensor's obligations under section 2.3 are conditioned upon County: (a) giving prompt notice to Licensor; (b) reasonably classifying a problem as CRITICAL, MAJOR, SERIOUS, or MINOR; (c) using its best efforts to convey an accurate description of the problem including system configuration, environment, and related conditions/events, and (d) facilitating Licensor's further investigation as to the nature and cause of the problem.
- 2.5 Efforts required by Licensor to correct problems due to non-Licensor made modifications, improper implementation or operation by the County, or failure of County to perform those actions prescribed by the Licensor's technical support staff are chargeable to the County at the then-current time and material rates.



APPENDIX B – PRICE SCHEDULE

**APPENDIX B – PRICE SCHEDULE****A. Ongoing Maintenance and Support Services**

The following maintenance and support fees apply to the Creditron Software Maintenance Agreement for the following contract periods:

Description	Maintenance Term	Annual Fee
ItemAge Express and A2iA Annual Software Maintenance	2/1/16 – 1/31/17	\$21,748.44
ItemAge Express and A2iA Annual Software Maintenance	2/1/17 – 1/31/18	\$22,183.41
ItemAge Express and A2iA Annual Software Maintenance	2/1/18 – 1/31/19	\$22,627.08
ItemAge Express and A2iA Annual Software Maintenance	2/1/19 – 1/31/20	\$23,079.62
ItemAge Express and A2iA Annual Software Maintenance	2/1/20 – 1/31/21	\$23,541.21
5-Year Sub-Total:		\$113,179.76

B. Optional Years To Renew (OTR) Fee Schedule

Description	Maintenance Term	Annual Fee
ItemAge Express and A2iA Annual Software Maintenance	2/1/21 – 1/31/22	\$24,012.03
ItemAge Express and A2iA Annual Software Maintenance	2/1/22 – 1/31/23	\$24,492.27
ItemAge Express and A2iA Annual Software Maintenance	2/1/23 – 1/31/24	\$24,982.12
3-Year OTR Sub-Total:		\$73,486.52
TOTAL CONTRACT VALUE		\$186,666.28

**Note: Maintenance and support fees will not exceed the annual amount above.*

C. Professional Services

Should the County wish to employ the Licensor for projects or services outside of the software maintenance program as defined in Appendix A "Scope of Work", all work performed will be billed as defined in the below rate schedule along with the mutually agreed upon cost proposal submittal:



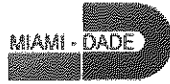
Position Description	Cost
Customer support representative or Jr Developer	*\$150 per hour
Senior Developer	* \$200 per hour

** Note: All hourly fees provided in the above table will be paid on a time and material basis.*

Note: Travel cost/expenses will be invoiced in accordance with Article 6.2 of the General Terms and Conditions to this agreement.



APPENDIX C - SOFTWARE LICENSE AGREEMENT



APPENDIX C

SOFTWARE LICENSE AGREEMENT

1.0 LICENSE GRANTED AND LICENSE FEES:

1.1 The Licensors grants to the County a non-exclusive perpetual License to use this Software for its business at its offices on a specific unit of Equipment located at the site(s) listed or listed on Exhibit A, Designated Equipment as well as on back-up Equipment when the designated piece of Equipment is inoperative. The County acknowledges that title and ownership of the Software and all documentation furnished with it are and remain the property of Licensors.

The Licensors may also grant to the County a Sublicense to use certain proprietary, copyrighted, third-party Software in conjunction with the Software ("Third-party Software" or "Sublicense"). In such a case the license fees paid by County to Licensors shall include the license fees or royalties required to be paid for the Sublicense of the Third-party Software. County acknowledges that its use of such Third-party Software shall be subject to the same conditions and limitations as contained in the license of the Software except that County accepts the Third-party Software "as-is" without warranty of any kind, and such Sublicense shall be terminable as provided in this Agreement with respect to the Software.

2.0 CONDITIONS OF SOFTWARE AND DOCUMENT COPYING:

2.1 The County who has a License for multiple use of the same Software may make the authorized number of copies for use on the designated machine(s) and at the location(s) listed in the Sales Order. Under no circumstances shall the County make copies of the Software for use on any machine(s) (including back-up equipment) other than those designated in the Sales Order. In all cases the County shall notify Licensors, in writing, whenever these locations change or new locations arise through authorized copying.

2.2 The County will not, nor will it permit its employees and agents to copy or otherwise distribute the Software or documentation to any third party or for the County's use except as permitted by the License Agreement.

2.3 The County may copy the Software in machine-readable form for back-up purposes only. All copies of the Software including translations, compilations, linked executable files, and partial copies within modifications of the Software are, and shall remain, the confidential property of the Licensors.

2.4 The County may not copy any portion of the supporting documentation or manual furnished with the Software except for internal use.

2.5 The County shall reproduce and include any copyright notice and serial number on all copies of the Software pursuant to paragraph 2.3 of this License Agreement.

3.0 TRANSFER OF LICENSE:

3.1 The County may transfer the Software and this License to another party provided the conditions of transfer outlined herein have been met:

- a. the transferee shall agree, in writing, to accept the terms and conditions of this Agreement,
- b. the County shall notify Licensors, in writing, of the name and address of the party to whom the License and Software are to be transferred;
- c. the Licensors shall consent, in writing, to the transfer, and consent shall not be reasonably withheld; and
- d. the County shall transfer to the other party all copies of the Software and documentation, whether in machine-readable form, in writing, or otherwise.



3.2 Any act of transfer other than that which has been described herein is not permitted and will constitute a direct violation of this Agreement.

4.0 LIMITED WARRANTY:

4.1 The County assumes all responsibility for the selection of the Software as appropriate to achieve the results intended by the County. The Licensor does not warrant that the functions contained in the Software will meet the County's requirements.

4.2 The Software program(s) shall be warranted by the Licensor to comply with the County specifications in effect on the date the Software is furnished to the County, provided that the County conforms to the operational conditions in effect at that date. Unless otherwise specified, the Licensor offers a 30-day test period return policy which begins upon the completion of installation of the Software when installed by the Licensor.

4.3 If, for any reason, the County is dissatisfied with the Licensor installed Licensed Software, the product may be returned during the Test Period and the License fee paid for the product by the County will be refunded provided the County returns all copies of the Software and documentation and certifies in writing that it has returned or destroyed all copies thereof and that it affirms its continuing obligation with protecting trade secrets, proprietary, and confidential information. Any problem identified and isolated during the Test Period which cannot be resolved within the thirty-day Test Period term will automatically extend the Test Period as many days as required to effect resolution by the Licensor assuming the County does not reject the Software Product. A problem is defined as the failure of unaltered code of the installed Software Product Release issued with County-level documentation to operate according to Licensor installation requirements, when operating in conjunction with unaltered associated software program product (whether supplied by the Licensor or by another Software supplier) on unaltered Equipment, and when operating within required operational conditions. Thereafter, the Licensor will provide problem resolution within the limits of the level of Software Service specified as available, and contracted for by the County, for the Software.

4.4 The Licensor warrants the media on which the Software is furnished to be free from defects in materials and workmanship under normal use and conditions for a period of 90 days from the date of delivery to the County, as evidenced by a copy of the County's receipt. The Licensor's entire liability and the County's exclusive remedy shall be limited to the replacement of any media not meeting the Licensor's "Limited Warranty" and which is (are) returned to the Licensor or any authorized dealer or distributor with a copy of the receipt.

4.5 EXCEPT FOR THE FOREGOING LIMITED WARRANTY, THE SOFTWARE IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.0 LICENSE TERM:

The license is effective until terminated. The license may be terminated at any time by destroying the Software together with all copies, modifications, and merged portions in any form with all documentation. The license also will terminate upon the County's failure to comply with any material term or condition of this Agreement. The County must provide the Licensor with written notification, not later than (30) days after ceasing to use any Software that the County has complied with these terms.

6.0 MODIFICATIONS TO SOFTWARE:

6.1 The County is authorized to modify any Software licensed herein which has been designated by the Licensor as modifiable, and make copies as necessitated by the modifications. County made modifications which create a program problem requiring Licensor resolution are not warranted and the County will be billed at the Licensor's then current time and material rates to effect the resolution.

6.2 Upon the termination of the License Agreement for whatever reason, the County shall return or destroy the entire work including modifications as specified in paragraph 5.0. If the County is to retain the modifications, the County must remove the modifications from the Software and return or destroy the remainder as specified by paragraph 5.0 as though the right to modify has not been granted. Modifications to the Software shall not entitle the County to retain copies of any portion of the Software, including code, whether required to support such modifications or not.

7.0 THIRD PARTY RESPONSIBILITIES:



7.1 If the County and Licensor permit a third party to install, modify, or service the Software, the third party must sign and comply with a confidentiality Agreement that has been provided or approved by the Licensor, and will be subject to mutually acceptable terms and conditions.

8.0 DECLINING SOFTWARE MAINTENANCE:

8.1 If the County has elected not to subscribe to Software Maintenance, the Licensor's obligations shall be limited to the initial distribution of one copy of the most current Product Release. The Licensor limits its obligation to the County to support no other Release than the most current Product Release as issued by the Licensor. The County may request services at the Licensor's then-current Time and Material rates. The County may obtain subsequent Releases of Software by payment of the then-current applicable software license fee(s) in effect.

8.2 Software support to customers who decline Software Maintenance will not be reasonably withheld. Response by the Licensor shall fall in queue behind those customers who have subscribed to Software Maintenance.

8.3 The Licensor will charge a Minimum Service Charge, or a Time and Material rate, whichever is more, for each response to a customer who has declined the Software Maintenance Agreement.

8.4 If the County declines Software Maintenance and then at a later date wishes to subscribe, the County may do so upon paying the applicable software license fee(s) and installing the most recent Product Release of the software. Installation services must be contracted separately at the Licensor's then-current Time and Material rate.



Exhibit A – Designated Equipment

Designated Equipment Model / Serial No.	Location of Equipment	Software Version (Currently Employed)
<ul style="list-style-type: none">Class 9820 Model 9820-4323-8990 Serial number# 03-44286875Class 9820 Model 9820-4323-8990 Serial number# 03-44286984	Miami-Dade County Finance Tax Collector Office 200 NW 2nd Avenue Miami FL 33128	ItemAge Express version 8.16.01